

**AGREEMENT  
BETWEEN  
THE TOWNSHIP OF ELK  
AND  
SUPERIOR OFFICER'S ASSOCIATION  
OF ELK TOWNSHIP POLICE DEPARTMENT  
PBA LOCAL 122**

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**JANUARY 1, 2016 THROUGH DECEMBER 31, 2019**

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## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **Township of Elk**, hereinafter referred to as “**TOWNSHIP**” and the **SUPERIOR OFFICER’S ASSOCIATION OF ELK TOWNSHIP POLICE DEPARTMENT, PBA LOCAL #122**, hereinafter referred to as “**the PBA.**”

### **WITNESSETH:**

**WHEREAS**, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours, and other conditions of employment:

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein contained, the parties agree with each other as follows:

## ARTICLE I MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States, and ordinances of the Township of Elk.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40, 40A, 11, 11A or other national, state, county or local laws or ordinances.

## **ARTICLE II** **RECOGNITION**

The Employer recognizes the aforementioned PBA as the exclusive bargaining agent with respect to hours of work, wages, and other conditions of employment for all its full-time Lieutenants and Captains employed in its Police Department in the Township of Elk, New Jersey, excluding all rank and file Patrolmen, including Sergeants, the Chief of Police and all other employees of the Township of Elk.

## **ARTICLE III** **GRIEVANCE PROCEDURE**

The purpose of this Article is to settle all grievances between the **TOWNSHIP** and the members of **PBA** as quickly as possible so as to insure efficiency and to promote employee morale. A grievance is defined as any argument or dispute between the **TOWNSHIP** and the **PBA** involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

**Step A:** The PBA representative, the aggrieved party(s) and the Chief of Police or his designee shall, within five (5) working days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the **PBA** shall furnish a written statement of the grievance to the Chief of Police on a form provided by the **TOWNSHIP**.

The Chief, or his designee, and the PBA representative shall each file a written report of their findings of fact, conclusions and recommendations, in addition to said written statement, with the Director of Public Safety within five (5) working days of their meeting.

**Step B:** The Director of Public Safety shall conduct a hearing no later than five (5) working days from the receipt of said findings, conclusions and recommendations. Prior written notification for said meeting shall be given to all interested parties. Present for said hearing shall be the Chief of Police, the PBA representative and interested persons. The Director shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Director is not able to obtain an amicable settlement at this time, he shall within five (5) working days render a written decision resolving the dispute and serve same upon the respective parties.

If the aggrieved party(s) or the PBA object to the Director's decision, he (they) shall, within five (5) working days of receipt of the Director's written decision, request a hearing with the full Township Committee. Interested parties shall be furnished with advance written notice of the scheduled hearing date.

**Step C:** Upon compliance with the requirements of Step B above, the Township Committee shall conduct a hearing, present at which shall be interested parties, the Director of Public Safety, the Chief of Police and the PBA representative. The Committee shall make all reasonable attempts to reach a settlement satisfactory to all parties. If an amicable settlement is not achieved, the Township Committee shall, within ten (10) days, render a written decision resolving said dispute and serve same upon the respective parties. **NOTE:** If an amicable settlement of the dispute is reached upon agreement of the parties in any of the above steps, said Agreement shall be reduced to writing and signed by the respective parties.

**Arbitration:** If the aggrieved party(s) or the PBA disagree with or object to the decision of the Township Committee, he (they) shall file for arbitration within twenty (20) working days of receipt of the decision of the Committee. Said request for arbitration may also be filed for by the **TOWNSHIP**. The filing party shall serve written notice of same with the other parties. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. No other issues may be submitted to the arbitrator.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the American Arbitration Association, the State Board of Mediation or the Public Employment Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the **TOWNSHIP** and the **PBA**. The decision of the arbitrator shall be final and binding by both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision. If during the term of this Agreement, the State of New Jersey mandates arbitration procedures, then and in that event the mandated arbitration procedures will supersede the procedures set forth in this Agreement.

**ARTICLE IV**  
**COMPUTATIONS OF SALARIES AND BENEFITS**

Seniority and other rights and benefits, e.g., vacation, for the purpose of this Article, shall be deemed to have commenced from the date of hire as a full-time regular police officer with the Township of Elk. In the event an officer has voluntarily left his employment with the Township for more than one (1) year, such absence will constitute the break in employment, and seniority will then be calculated from the latest date of hire.

**ARTICLE V**  
**SCHEDULE OF WORK AND OVERTIME**

Lieutenants' scheduling shall be under the direction of the Chief of Police. If scheduled to work twelve (12) hour shifts, in addition to any other overtime, Lieutenants shall earn compensatory time at the rate of four (4) hours for every two-week pay period, with the compensatory time to be taken subject to the approval of the Chief of Police.

Any hours worked in excess of the scheduled hours in any day or the scheduled hours in any week, shall be compensated at the rate of one and one-half (1 ½) times a full-time, regular police officer's base rate of pay. Base pay shall not include holiday pay.

The manpower scheduling for overtime shall be under the purview of the Chief of Police. Overtime will be rotated among employees to be distributed as equitably as possible. All employees may be required to work a reasonable amount of overtime.

In the event that any full-time police officer is called into work on a scheduled day off, he shall be entitled to a minimum of two (2) hours pay at time and one-half. If called in on a scheduled work day, the police officer will be paid at time and one-half for the time he came in prior to or after his shift.



All full-time police officers will be permitted to take their compensatory time on their regular shift with the approval of the Chief of Police. Any compensatory time not used within four (4) months from the date it is earned will be forfeited, unless the officer was unable to use this time due to the demands of his position, in which case the officer will be afforded an additional two (2) months to use the time.

#### **ARTICLE VI** **HOLIDAYS**

Lieutenants paid holidays will be as follows:

- A. New Year's Day
- B. Easter
- C. Memorial Day
- D. July 4<sup>th</sup>
- E. Thanksgiving
- F. Christmas
- G. Labor Day
- H. Good Friday
- I. President's Day
- J. Martin Luther King Day
- K. Flag Day (June 14<sup>th</sup>)
- L. Veterans' Day
- M. Christmas Eve

#### **ARTICLE VII** **MAINTENANCE OF UNIFORMS**

Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Township's expense. In the event any clothing or leather accessories are beyond repair or become obsolete, they shall be turned in to the **TOWNSHIP**.

All cleaning and maintenance of uniforms are to be paid for by the **TOWNSHIP**, including shirts.

Shoes shall be supplied as needed, at the expense of the **TOWNSHIP**, with the approval

of the Chief of Police. The **TOWNSHIP** shall provide and pay for all leather accessories required for the uniforms.

Uniforms shall be supplied as required to maintain a good appearance, and shall be paid for at the **TOWNSHIP's** expense, but no more than seven hundred (\$700) dollars annually shall be allocated for uniform purchases by each officer. Requests for uniform purchases shall be approved by the Chief in accordance with directives to be issued by the Chief.

### **ARTICLE VIII** **INSURANCE BENEFITS**

- A. All full-time employees shall receive the following medical benefits:
  - a. Any Medical and Prescription Drug Plans offered under the New Jersey State Health Benefits Program (SHBP)
  - b. Group Major Medical
  - c. Workers' Compensation
  - d. Accident and Health Benefits
  - e. Dental Coverage
  - f. Waiver of Health Benefits
- B. The Township shall provide health insurance and prescription benefits and reimbursement of Medicare Part B premiums for all eligible retired employees and their dependents, including surviving spouses, where the employee has retired in good standing, or on disability, from the Elk Township Police Department, under the Police and Firemen's Retirement System.
- C. Effective June 28, 2011, all active unit employees who have not withdrawn from the Township's health insurance program, shall contribute towards the cost of health insurance, in accordance with the provisions of P.L. 2011, Chapter 78. Those payments shall be made on a

pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. Upon completion of the four-year schedule of payments pursuant to the provisions of P.L. 2011, Chapter 78, the issue of contributions towards the cost of health insurance shall be subject to collective negotiations between the parties. These contributions shall cease upon the officer's retirement, at which time all officers with less than 20 years of creditable service in one or more State or locally-administered retirement systems, as of June 28, 2011, shall be required to make health benefit contributions during retirement, in accordance with the terms of P.L. 2011, Chapter 78.

D. The Township reserves the right to change any medical plan carrier, so long as the benefits provided are substantially similar to the benefits presently received by the employee.

E. If the Township decides to change the medical plan carrier, the **PBA** shall be given advance notice of said change.

F. The Township will pay \$3,500 per year to each member of the bargaining unit who elects to waive health, prescription, and dental benefits, if the unit member shows proof of alternate health coverage. Any unit member who elects this waiver shall be paid by the Township \$134.62 each pay period, less any applicable deductions, to be paid in accordance with the Township's regular payroll practices. If an eligible employee chooses to participate in this opt-out and then alternate health care coverage is terminated, upon proper verification of termination, the Township will restore the employee, his or her spouse, and/or dependents to coverage under its health, prescription and dental plans, effective the first day of the following month. This opt-out payment shall begin to be paid to any eligible employee no later than one month after the effective date of the election of this option.

G. Pursuant to P.L. 2011, Chapter 78, the Township shall establish a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. § 125.

#### **ARTICLE IX** **SICK LEAVE**

Up to 112 hours per year will be paid with a valid doctor's report. If sick more than two (2) shift in succession, a police officer must have a doctor's report. Sick hours may be accumulated from year to year but at no time shall any employee have accumulated more than 500 sick leave hours in total. Said accumulated days shall be reduced by reason of sick leave and used during the employee's tenure with the **TOWNSHIP**. Such sick days shall be used as a sick leave only. Any officer may sell back to the **TOWNSHIP** sick hours at the rate of eight (8) hours pay for sixteen (16) sick hours when he leaves the department or has accrued 240 hours. This sell back may be exercised yearly.

An injury which is compensable pursuant to the New Jersey Workers' Compensation Act arising from the employee's duties with the Township of Elk, and which require the employee to be absent from duty, shall not be charged to sick leave. The employee shall receive the difference between Workers' Compensation benefits and his regular pay during the first year of disability from such a compensable injury.

If a full-time police officer goes on disability insurance, other than worker's compensation disability, the employer will pay the difference between the insurance policy and the officer's regular pay for a period of three (3) months, said three (3) month period to

commence at such time as the officer has utilized all sick leave and compensatory time.

At the expiration of the one-year period in regard to compensable injuries and at the expiration of the three (3) month period in regard to non-work related disability, the Township Committee shall cause an investigation to be made into the circumstances and may in its discretion continue payment under this Article for a further period of time. The decision as to whether to continue payment and the duration of such further payments are decisions that will be within the sole and absolute discretion of the Township Committee.

#### **ARTICLE X** **VACATIONS**

0 to 1 year of service	60 hours
2 to 3 years of service	120 hours
4 to 5 years of service	180 hours
6 to 10 years of service	204 hours
11 to 15 years of service	252 hours
16 to 25 years of service	300 hours

Any police officer or officers may take their vacation as long as shift is covered with two (2) weeks notice, except in an emergency. Vacation may be taken in ten (10) or twelve (12) hour increments, depending on the scheduled shift for the Lieutenants. Employees may save forty (40) hours of vacation until the following year but may not accumulate or accrue any additional vacation time beyond forty (40) hours. Effective with the signing of this Agreement, employees may save eighty (80) hours of vacation until the following year but may not accumulate or accrue any additional vacation time beyond eighty (80) hours.

Vacations will be scheduled according to seniority and forwarded to the Chief of Police for his/her approval.

**ARTICLE XI**  
**RETENTION OF BENEFITS**

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the employer during the term of this Agreement at no less than the highest standards in effect.

The provisions of all Municipal Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

**ARTICLE XII**  
**LEGAL EXPENSES**

If an employee is charged with violation of the law as a result of acts committed by him while on duty, the Township shall reimburse the employee for services of the attorney by bilateral agreement with the Township Committee, which agreement shall be executed prior to the rendering of any services by the attorney. Payment is conditioned upon the employee being found not guilty. Employer shall also pay such other legal fees as provided by Statute.

**ARTICLE XIII**  
**DISCRIMINATION OR COERCION**

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the Policemen's Benevolent Association (PBA) or the Fraternal Order of Police (FOP) because of membership or activity in the PBA or FOP. The PBA and FOP or any of their agents, shall not intimidate or coerce employees into membership. Neither the employer nor the PBA or FOP shall discriminate against employees because of race, creed, color, age, sex or national origin.

**ARTICLE XIV**  
**FAMILY DEATH BENEFITS**

Five (5) days for immediate family: mother, father, brother, sister, wife and children/step children. One (1) day for officer's grandparents, grandchildren and spouse's mother, father, brother and sister. If the officer actually attends the funeral and travel time is required, three (3) days for officer's grandparents, grandchildren and for spouse's mother, father, brother and sister. One (1) day for anyone who resides in the same household as the police officer.

**ARTICLE XV**  
**ANNUAL PHYSICAL**

The employee shall submit to a complete physical examination annually conducted by a physician of the employer's choice and paid for by the employer, unless covered by the employee's medical plan.

**ARTICLE XVI**  
**REIMBURSEMENT FOR EXPENSES**

Officers will be paid for meals while on police business outside the **TOWNSHIP**, such as schooling, meetings, etc., at rates not to exceed eight dollars (\$8.00) in any one day, payable by turning in a voucher each month with proof of purchase. Officers shall be reimbursed at the applicable IRS reimbursement rate per mile for the use of their own vehicle, when the **TOWNSHIP** does not supply transportation, at the discretion of the Director.

**ARTICLE XVII**  
**NEGOTIATIONS PROCEDURE**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act, in a good faith effort to reach agreement on all matters concerning the terms and conditions of such employee of the

Township of Elk included in Article I.. Such negotiations shall begin no later than September 15 of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees included in Article II, be reduced to writing, be signed and authorized by representatives of the Township of Elk and the authorized representatives of the Elk Township Police Department.

#### **ARTICLE XVIII** **COURT TIME**

In the event a full-time police officer is required to appear in Municipal Court or in the Superior Court of New Jersey at such time when he is off duty, he shall be paid at his regular base rate of pay for the year in question, times one and one-half (1 ½). In the event the officer shall be on duty when called to Municipal Court or Superior Court, Civil or Criminal, he must be excused from duty during the period required for the Court attendance.

#### **ARTICLE XIX** **MEALS**

An officer may eat his meal at home or restaurant as he desires within the Township or within one (1) mile outside of the Township limits during his/her shift.

#### **ARTICLE XX** **PERSONAL DAY**

Each officer will earn personal time as follows:

0 to 5 years of service	24 hours per year
6 to 25 years of service	48 hours per year

Personal time may be taken at any time during the year but only after forty-eight hours advanced notice to the Chief of Police. In the event of an emergency, the Chief in his discretion may waive the forty-eight hour notice requirement.



**ARTICLE XXI**  
**REIMBURSEMENT**

It is further agreed that any officers in the Elk Township Police Department that are members of the FOP shall pay to the PBA a sum established in the manner provided in N.J.S.A. 34:1 3A-5.5 as reimbursement to the PBA for service rendered in the bargaining process. It is further agreed that during this contract period that none of the officers will make a request to the Township Committee for payroll deductions for either their dues or for the payment provided herein.

**ARTICLE XXII**  
**COLLEGE DEGREE COMPENSATION**

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Associate's Degree	\$300	\$300	\$300	\$300
Bachelor's Degree	\$450	\$450	\$450	\$450
Master's Degree	\$700	\$700	\$700	\$700

All above noted college degrees shall be earned in law enforcement related field, which must be approved by the Township Committee.

**ARTICLE XXIII**  
**SALARIES**

Effective January 1, 2016, the salary schedule for Elk Township Police Lieutenants shall be increased 2% each year of the contract, and shall be as follows:

<b>Lieutenant</b>	<b>January 1,2016</b>	<b>January 1,2017</b>	<b>January 1,2018</b>	<b>January 1,2019</b>
10 years	\$84,754.27	\$86,449.35	\$88,178.34	\$89,941.91
5 years	\$83,537.70	\$85,208.46	\$86,912.63	\$88,650.88
	\$81,104.57	\$82,726.66	\$84,381.19	\$86,068.81

Years mean "total years" of service with the Elk Township Police Department.

Salaries will be paid every two (2) weeks. All movement in rank will be by action of the Township Committee after review of the recommendation by the Chief of Police.

**ARTICLE XXIV**  
**TERM OF CONTRACT**

A. This contract shall cover the period nunc pro tunc from January 1, 2016 to midnight, December 31, 2019. All retroactive monies due shall be paid by separate check on or before the thirtieth (30<sup>th</sup>) day after ratification of this Agreement.

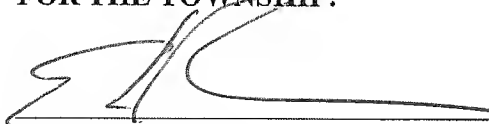
B. Negotiations for the execution of a new contract shall begin no later than September 15, 2019.

C. This contract shall not be changed or altered in any way during the contract term without the written consent of both parties.


D. The contract shall continue to bind the parties during any period beyond December 31, 2019, until such time as a new contract is signed between the parties.

IN WITNESS WHEREOF, the parties have caused these presence to be duly executed  
the day and year first aforesaid.

**FOR THE TOWNSHIP:**

  
\_\_\_\_\_  
Ed Poisker, Mayor

**FOR THE PBA:**

  
\_\_\_\_\_  
Grant Worrell, Negotiator  
PBA Local #122